

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 4

Meeting Date: June 9, 2015

Attachments: Yes ☐ No ☒

CITY COUNCIL ACTION

Date: June 15, 2015

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: CER

Agenda Item: Dog Park Presentation

Recommended Action: Receive for information

Background/Summary: Part of the Park Development Plan includes the creation of a dog park at Lion's Park. Members of the KC Dog Park Supporters group will be presenting additional information regarding the park.

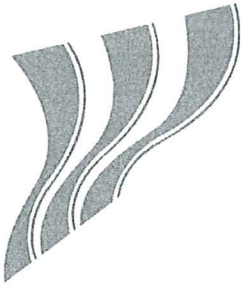
Alternatives: N/A

Financial Considerations: \$150,000 was budgeted in the CIP for Park Development.

Preparer: Sean E. Christensen, P.E.
Public Works Director

Signature:

Comments:



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 5

Meeting Date: June 9, 2015

Attachments: ☒ Yes ☐ No

CITY COUNCIL ACTION

Date: June 15, 2015

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: CER

Agenda Item: Dog Fence Construction at Lion's Park

Recommended Action: Approval of the construction of a fence for the new dog park at the Lion's Park by Andi's FenceAll in the amount of \$21,495.55.

Background/Summary: Part of the Park Development Plan includes the creation of a dog park at Lion's Park. One quote was received to construct a chain-link commercial grade fence by Andi's FenceAll from Glenwood in the amount of \$21,495.55.

Alternatives: Delay the purchase

Financial Considerations: \$150,000 was budgeted in the CIP for Park Development and included the purchase and construction of the fence.

Preparer: Sean E. Christensen, P.E.
Public Works Director

Signature:

Comments:



17864 210 Ave.
Glenwood, MN 56334

Estimate

Date	Estimate #
5/8/2015	611

Name / Address

Steve Brisendines
1234 Kandiyohi Ave SW
Willmar, MN 56201

Item	Description	Qty	Cost	Total
514882	2x8x5 KK BLKVINYL 50 roll	1,518	2.85777	4,338.09
675132	1 5/8 x 21 SE Black CQ-20	1,533	1.79975	2,759.02
675782	1 7/8 x 8' Blk CQ-20	146	19.31397	2,819.84
675782	1 7/8 x 8' Blk CQ-20	15	33.53067	502.96
609332	5/8" x 58" Tension Bar blk Spectra	24	3.44083	82.58
600042	2 3/8 BLACK Tension Band	96	0.7224	69.35
603922	1 7/8 x 1 5/8 P.S. Eyetop Blk	144	1.87917	270.60
600842	2 3/8 BLACK Brace Band	48	0.79104	37.97
606912	1 5/8 Black P.S. Rail Ends	24	1.86208	44.69
601942	2 3/8 DC Cap BLK	15	1.47933	22.19
010701	5/16"x1-1/4" Carriage Bolts.	200	0.0877	17.54
480602	6GA Coil Spring 1000' Hvymilblk	2	129.905	259.81
624822	5/15 x 1 1/4 Carriage Bolt BLK	12	3.19167	38.30
641402	12' x5' Ind Double Gate 1 5/8" CQ/Str Permafused Black	2	561.495	1,122.99
640032	4'x5' INd Single Gate 1 5/8" CQ/Str Permafused II - Black	1	243.81	243.81
640062	5'x5' Ind Single Gate 1 5/8" CQ/Str Permafused II- Blk	2	262.245	524.49
600232	2 3/8 x1 5/8-1 7/8 Bulldog Blk Polyester	14	12.50071	175.01
017219	Ind. Drop Bar Latch For DDG	2	22.61	45.22
480562	1 5/8x2 3/8 PS FRK LTCH PVCBLK	3	8.68	26.04
626062	BLACK TOUCH UP PAINT	1	8.42	8.42

We require \$13793.35 down payment to order the materials and balance due when project is complete.

Subtotal

Sales Tax (6.875%)

Total

Phone #

320-634-0809

E-mail

fenceall@gmail.com



17864 210 Ave.
Glenwood, MN 56334

Estimate

Date	Estimate #
5/8/2015	611

Name / Address

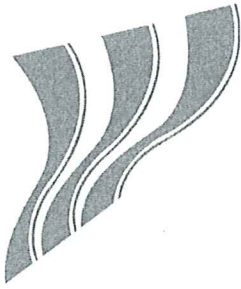
Steve Brisendines 1234 Kandiyohi Ave SW Willmar, MN 56201

Item	Description	Qty	Cost	Total
0000-842-303	50 lb fast setting concrete mix	30	6.99	209.70T
HC01	Delivery Charge	1	150.00	150.00T
Labor 5' Comm Dr...	Install 5 ' X 1518 ' Commercial Chainlink Fence 2 - 12 X 5 Double Drive, Gates, 2 - 5 X 5 Walk Gates, 1- 5 X 4 Walk Gate, with Top Rail, tension wire on bottom. Term and Gate Posts to be in 3 ft Concrete footings and all Line Posts to be driven 3 ft deep..	1,556	4.95	7,702.20

We require \$13793.35 down payment to order the materials and balance due when project is complete.	Subtotal	\$21,470.82
	Sales Tax (6.875%)	\$24.73
	Total	\$21,495.55

Phone #
320-634-0809

E-mail
fenceall@gmail.com



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 10

Meeting Date: June 9, 2015

Attachments: ☒ Yes ☐ No

CITY COUNCIL ACTION

Date: June 15, 2015

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: CER

Agenda Item: Civic Center Scoreboard Replacements

Recommended Action: Approval of the replacement of the scoreboards in the Cardinal and Blue Line Arena by Daktronics in the amount of \$45,371.00.

Background/Summary: The scoreboards at the Civic Center are scheduled for replacement as defined in the 2015 Capital Improvement Plan. One quote was received for the scoreboards from Daktronics of Brookings, SD through the Minnesota Service Cooperative Contract. The total cost for replacements is \$45,371.00; \$38,849.00 for the scoreboard in the Civic Center, and \$6,522.00 for the scoreboard in the Blue Line Arena.

Alternatives:

Financial Considerations: \$50,000 was budgeted in the CIP for the replacement of the scoreboards.

Preparer: Sean E. Christensen, P.E.
Public Works Director

Signature:

Comments:

DAKTRONICS QUOTE # 178886-1-3

WILLMAR CIVIC CENTER Arena
 Troy Ciernia
 2707 Arena Dr
 Willmar, MN USA 56201
 Phone: (320)235-1454
 Fax:
 Email: tciernia@willmarmn.gov

22/Apr/2015
 Quote valid for: 90 days
 Terms: Net 30 with Purchase Order
 FOB: DAKTRONICS
 Delivery: Call For Production Time

Reference: Hockey Arena Upgrade

All pricing in accordance with Minnesota Service Cooperative Contract #AEPA IFB #012-H

Item No.	Model	Description	Qty	Price
1	H-2105-AR-UV-120	Tuff Sport® Four-sided H-2014 Hockey Scoreboard; All Sport 5010 Controller; Scoreboard Color: Red (42848) Semi-Gloss; Caption Color: White (7725-10) Digit Type: UNIVIEW Weight: Unpackaged 1065 lbs per display; Packaged 1573 lbs per display	1	\$26,154.00
2	Radio Transmitter	Frequency of 2.4 GHz	1	\$766.00
	Radio Receiver	Frequency of 2.4 GHz	1	
3	ID_24x120_4_I	Four-sided 24in x 10ft non-backlit sponsor/identification panel Weight: Packaged 160 lbs per display	1	\$2,880.00
4	10' Lower Sling	For 10' Centerhung Scoreboards Weight: Unpackaged 23 lbs per display; Packaged 30 lbs per display	1	\$3,375.00
	10' Upper Sling	For 10' Centerhung Scoreboards Weight: Unpackaged 60 lbs per display; Packaged 85 lbs per display	1	
5	ID_12x36 LOGO_I	12" x 36" optional logo panel for H-2104/2105	4	\$288.00
6	120VAC Trumpet Horn	For Indoor Scoreboards	1	\$675.00
7	TI-2103-R-PV-120, Single Display Only (Semi-Gloss Black)	Indoor 4 Digit Timer; 120 V; 7 In. PanaView Digits Cabinet Dimensions: 1' 0" H X 2' 5" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: RED Max Power: 40 watts/display Weight: Unpackaged 15 lbs per display; Packaged 40 lbs per display	2	\$2,556.00
	Radio Receiver	Frequency of 2.4 GHz	2	
8	System Startup	Final Commissioning of Equipment, Limit up to 1 day	2	\$1,700.00
9	FREIGHT	Shipping to site	1	\$455.00
Services				
10	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

DAKTRONICS QUOTE # 178886-1-3

Total Price Excluding Sales Tax: \$38,849.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD2541497 for H-2105-AR-UV-120, DD2889079 for TI-2103-R-PV-120, Single Display Only (Semi-Gloss Black), SL-04370 for Radio Receiver, SL-04370 for Radio Transmitter

Please reference listed shop drawings: DWG-1130800 for 10' Lower Sling

DAKTRONICS QUOTE # 548558-1-0

WILLMAR CIVIC CENTER Arena
Troy Ciernia
2707 Arena Dr
Willmar, MN USA 56201
Phone: (320)235-1454
Fax:
Email:

8/Apr/2015
Quote valid for: 90 days
Terms: Net 30 with Purchase Order
FOB: DAKTRONICS
Delivery: Call For Production Time

Reference: Blue Line Arena**All pricing in accordance with Minnesota Service Cooperative Contract #AEPA IFB #012-H**

Item No.	Model	Description	Qty	Price
1	H-2104-AR-PV-120	Tuff Sport® Hockey Scoreboard; All Sport 5010 Controller; Scoreboard Color: RED #42828; Caption Color: WHITE Digit Type: PANAVIEW Max Power: 600 watts/display Weight: Unpackaged 185 lbs per display; Packaged 242 lbs per display	1	\$5,324.00
	Time of Day (TOD) Protocol Jumper	STAND ALONE TIME OF DAY PROTOCOL PLUG	1	
	Stripe; Indoor	Indoor Scoreboard Border Stripe; Color: WHITE	1	
2	EN-1684 Case	Hard Sided Carrying Case for All Sport® 5000 Controller Kit	1	\$135.00
3	Radio Transmitter	Frequency of 2.4 GHz	1	\$766.00
	Radio Receiver	Frequency of 2.4 GHz	1	
4	FREIGHT	Shipping to site - Does not include optional items	1	\$297.00
Services				
5	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

Total Price Excluding Sales Tax: \$6,522.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD2541494 for H-2104-AR-PV-120, DD2541499 for H-2106-AR-PV-120, DD2541505 for H-2108-AR-PV-120, SL-04342 for TNMC_6 for BB-2xxx, SL-04370 for Radio Receiver, SL-04370 for Radio Transmitter, SL-04551 for EN-1684 Case

Please reference listed shop drawings: DWG-112485 for ID_24x120_I

Options*Please contact your sales representative for additional information*

TNMC_6 for BB-2xxx	8x48-6 Indoor LED Team Name Message Center	1	\$2,025.00
ID_24x120_I	24in x 10ft non-backlit sponsor/identification panel	1	\$653.00



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Attachments: ☒ Yes ☐ No

CITY COUNCIL ACTION

Date: June 15, 2015

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Civic Center

Agenda Item: Civic Center HVAC Design and Construction Services

Recommended Action: Approve the Civic Center HVAC Design and Construction Related Services contract and Addendum No. 1 with Stevens Engineering.

Background/Summary: The City contracted with Stevens Engineering for the Mechanical Systems Evaluation Study in August, 2014. The evaluation provided a refrigeration and mechanical assessment of the Civic Center HVAC system, with the findings presented by Engineer Scott Ward at the February 2, 2015 Council Meeting. The design and construction related services contract will detail Phase I of the project, which includes the replacement of the dehumidification system in the Cardinal and Blue Line Arena, infrared heater adjustments and updating electrical equipment. Addendum No. 1 includes additional design and construction services to replace outdated electrical switch boards and panel boards in the Cardinal Arena.

Alternatives: N/A

Financial Considerations: The 2015 CIP includes funds for the Civic Center HVAC project.
Professional Services Contract \$81,600.00
Addendum No. 1 \$4,800.00

Preparer: Sean E. Christensen, P.E.
Public Works Director

Signature:

Comments:

CONSULTANT SERVICES CONTRACT

This Contract is made this 21 day of April, 2015, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6th Street SW, Willmar, MN 56201, ("CITY"), and Stevens Engineers, Inc., a Wisconsin corporation, 2211 O'Neil Road, Hudson, WI 54016, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires PROFESSIONAL services in conjunction with WILLMAR CIVIC CENTER MECHANICAL SYSTEMS EVALUATION STUDY (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various PROFESSIONAL services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

E. **Insurance.**

1. Required Insurance. CONSULTANT agrees to maintain, at CONSULTANT's expense, the following insurance policies in the listed amounts:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by

CONSULTANT under this Contract. The Comprehensive General liability and Automotive liability policies shall each name CITY as an additional insured.

All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to CITY.

2. Professional Liability Insurance. CONSULTANT agrees to provide to CITY a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error, or omission in the performance of professional services for CITY. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services. Said policy shall provide coverage in the minimum amounts of \$1,000,000 for each claim and \$2,000,000 annual aggregate on a claims-made basis. Said policy shall not name CITY as an insured. Said policy shall additionally contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to CITY.
3. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the Public Works Director and Community Education and Recreation Director, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. Sean Christensen and Steve Brisendine, CITY’s Public Works Director and Community Education and Recreation Director, shall serve as the liaison persons to act as CITY’s representatives with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY’S policies with respect to the Project and CONSULTANT’s services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the Public Works Director and Community Education and Recreation Director and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the Public Works Director and Community Education and Recreation Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total

contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Public Works Director and Community Education and Recreation Director as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall defend, indemnify, protect, save, hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the negligent acts, errors or omissions of CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance or failure to perform its obligations under this Contract. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall defend, indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against

any breach of the foregoing representation and warranty.

- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:

Sean Christensen, P.E.
Public Works Director
333 6th St SW
Willmar, MN 56201
Phone: 320-235-4913
Email: schristensen@willmarmn.gov

Steve Brisendine
Community Education and Recreation Director
1234 Kandiyohi Ave SW
Willmar, MN 56201
Phone: 320-231-8490
Email: brisendines@willmar.k12.mn.us

CONSULTANT:

Scott A. Ward, P.E.
Stevens Engineers
Principal/Vice President
2211 O'Neil Road
Hudson, WI 54016
Phone: 715-386-5819
Email: sward@stevensengineers.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.

F. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

I. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

J. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and

CONSULTANT.

- K. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- L. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- M. **Compliance with Laws.** CONSULTANT shall abide by applicable Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- N. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- O. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- P. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- Q. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

- R. **Work Product.** All materials such as reports, exhibits, models, graphics, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- S. **Governing Law.** This Contract shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- U. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- V. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- W. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any

costs, liability, expenses and attorney's fees that result from any such infringement.

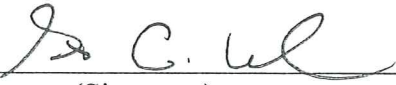
- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Y. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Z. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- AA. **Terms Binding on Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of CONSULTANT and CITY.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII -SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: Stevens Engineers

By: 
(Signature)

Date: 4-21-15

Title: Vice President

Print Name: Scott A. Ward

By: 
(Signature)

Date: 4-21-15

Title: President

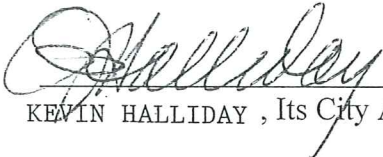
Print Name: Angela Popenhagen

CITY OF WILLMAR:

By: 
MARV CALVIN, Its Mayor

Date: 5-8-2015

ATTEST:


KEVIN HALLIDAY, Its City Administrator

Date: 5-19-2015

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

The CONSULTANT hereby agrees to perform and execute all the provisions of the proposal dated January 9, 2015 as approved by the City of Willmar for work identified as: Willmar Civic Center ~~Mechanical Systems Evaluation Study~~. HVAC Improvement Project

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

PROPOSED COST

Stevens can provide the services described in this proposal, to the City of Willmar, for the following fixed fee compensation:

Design and Construction Phase Services	\$81,600
Structural Analysis of Cardinal Arena Roof Structure (optional)	<u>\$4,600</u>
Total Fixed Fee	\$81,600

Reimbursable expenses are in addition to the fixed fee stated above and will be billed in accordance the expense schedule below.

The stated compensation does not include:

- Topographic surveys
- Geotechnical engineering, soil borings, evaluation or testing
- Permit applications
- Grant or funding research or applications
- Information for energy rebate applications
- Detailed energy calculations or modeling
- Environmental reviews, reports or permits
- Additional construction site visits
- Commissioning of systems

We will invoice monthly for services based on a percentage of the fixed fee work completed at time of invoicing.

Finance charges will be applied to all payments not received within 30 days of invoicing. We will provide additional services, pre-approved by you, on an hourly basis in accordance with our current fee schedule.

HOURLY BILLABLE RATES

<u>Classification</u>	<u>Range of Hourly Billable Rates***</u>
Principal Engineer/Architect/Project Manager	\$135 to \$215
Project Engineer	\$95 to \$150
Graduate Engineer	\$80 to \$135
Technician	\$75 to \$120
Administrative	\$45 to \$65

***Rates effective until December 31, 2015.

REIMBURSABLE EXPENSE SCHEDULE

Reimbursable expenses are billed at 10% over cost and include, but are not limited to, the following:

- Transportation cost at IRS allowable rate, including parking fees.
- Cost of out-of-town travel, lodging, and electronic communication in connection with the project, parking fees.
- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Outside professional and technical services.
- Other similar direct project-related expenditures.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.15	\$0.85
	8 ½ x 14	\$0.18	\$0.95
	11x17	\$0.23	\$1.55
Plots/Scans	22x34	\$2.70	\$5.00
	24x36	\$2.95	\$5.50
	28x42 +	\$4.40	\$6.00
Binding plans sets (per set larger than 11x17)	\$7.00 each		
Specifications and Report Assembly (Binder, Cover)	\$10.00 each		
Laminated Report Covers with Binder	\$20.00 each		

May 29, 2015

Mr. Sean Christensen
City of Willmar
333 6th Street SW
Willmar, MN 56201

Via email: schristensen@willmarmn.gov

Re: Willmar Civic Center HVAC Improvements – Additional Services Request No. 1

Dear Mr. Christensen

The Scope of Work for the Willmar Civic Center HVAC Improvement project was expanded to include replacing the existing electrical switch boards and panel boards in the Cardinal Arena. The existing electrical equipment is no longer available and is reaching the useful life of the equipment. Electrical work needed as part of the dehumidification units will require the use of costly retro-fit kits for compatibility with the existing outdated panel boards. The City elected to replace the outdated switch boards and panel boards to prepare for future projects.

We are requesting an additional lump sum fee of \$4,800 + expenses for providing design and construction administration services related to the added Scope of Work of replacing the existing electrical equipment

Services will be provided in accordance with our current agreement. Attached is our most recent professional services fee schedule valid through December 31, 2015.

If this proposal meets with your approval and is consistent with your understanding, please sign and return a copy of this letter. We appreciate the opportunity to continue working with you and the City of Willmar on this project. If you have any questions, please feel free to call me anytime at 651-436-2075.

Sincerely,
STEVENS



Jason R. Raverty, P.E.
Project Manager

C: Troy Ciernia, tciernia@willmarmn.gov

Enclosure: 2015 Professional Services Fee Schedule

Agreed to and accepted,

By _____

Title _____

Date _____

APPENDIX B



2015 Professional Services Fee Schedule

Period: January 1, 2015 through December 31, 2015

HOURLY FEE SCHEDULE

Personnel:

Principal Engineer/Project Manager	\$125- \$195
Specialist	\$185-\$195
Project Engineer	\$95-\$145
Graduate Engineer	\$75-\$95
Technician/ /Inspector	\$50-\$90
Administrative	\$45-\$55
Survey Crew (1 person with GPS or Robot)	\$145
Survey Crew (2 persons with GPS or Robot)	\$155-\$165

REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Transportation cost at IRS allowable rate. For survey vehicles, \$0.15 per mile will be added to the IRS rate.
- Parking fees.
- Cost of out-of-town travel, lodging and electronic communication in connection with the project.
- Reproductions, plots, and standard form documents.

Item	Size	Black & White	Color
Photocopies/Printing	8 ½ x 11	\$0.15	\$0.85
	8 ½ x 14	\$0.18	\$0.95
	11 x 17	\$0.23	\$1.55
Plots/Scans	22 x 34	\$2.70	\$5.00
	24 x 36	\$2.95	\$5.50
	28 x 42 or larger	\$4.40	\$6.00
Binding plans sets (per set larger than 11 x17)	\$7.00 each		
Specification and Report Assembly (Binder, Cover)	\$10.00 each		
Laminated Report Covers with Binder	\$20.00 each		
3-Ring Binder	\$12.00 each		
Survey Wood Lath	\$0.65 each		
Survey Wood Hubs	\$0.35 each		
Metal Fence Posts	\$10.00 each		
Paint (per can)	\$7.00 each		
Field/Survey Book (hard cover)	\$20.00 each		
Field/Survey Book (soft cover)	\$10.00 each		

- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Survey and construction administrative materials and
- Subconsultants.
- Other similar direct project-related expenditures.

Reimbursable expenses are billable at 10% over cost.

Stevens' typical invoicing process; monthly billing, due net 30 days.